

By Certified Mail

February 25, 2015

RECEIVED

MAR - 2 2015

U.S. BANKRUPTCY COURT, SDNY

Jordan A. Wishnew  
Morrison/Foerster  
250 West 55<sup>th</sup> Street  
New York, NY 10019-9601

Re: In re: Residential Capital, LLC, et al,  
Jointly Administered under Case No. 12-12020 (Bankruptcy S.D.N.Y.)

Dear Mr. Wishnew:

This is in response to your letter dated February 23, 2015, in which you stated that you were following-up recent telephone conversations with Elda M. Thompson. In your letter you stated that the following documents were for her review:

- 1- "May 11, 2007 communication advising you that the mortgage payment from 4/1/07 – 5/1/07 is past due"
- 2- June 4, 2007 communication advising you that the mortgage payments for 4/1/07 – 6/1/07 are past due"
- 3- July 4, 2007 communication indicating that your account may be sent to an attorney to initiate foreclosure action because of the failure to reinstate your account; and;
- 4- Payment History from December 1, 2005 through August 14, 2013, together with servicing notes for your account from late October 2005 through January 26, 2013.

These statements could be worrisome for someone else, but, not for Elda M. Thompson.

Let takes this one sentence at a time.

On your first sentence you stated that payments for 4/1/07 – 5/1/07 were past due. On your second sentence you added to these days 6/1/07. These payments were not past due, GMACM made the decision not to accept them.

You stated on open court on January 14, 2015, that these payments were return to GMACM due to lack of funds; however, you failed to prove your claim. Let me clear this for you, GMACM did not respond to Elda M. Thompson's at that time.

Jordan A. Wishnew  
Morrison/Foerster

In reference to your third sentence, due to Elda M. Thompson's diagnosis, we did not risk to challenge whether she has or has not send the payments; therefore, we submitted a settlement, which GMACM approved collecting home insurance and township taxes that were already paid (Exhibit A). It is noted to state that it was a mistake; nonetheless, we only became aware after GMACM attempted to repeat its malicious act in June 2010.

Just to keep you informed, Elda M. Thompson was diagnosed in 2002 with: Type 1 Von Willebrand Disease; Congestive Heart Failure; Cardiomyopathy; Palpitations; High Blood Pressure, throughout the years, Elda's illness enthused to Rheumatoid Arthritis; Insomnia; Gout Arthritis; Esophageal Dysfunction; Lumbar Radiopathy; Seizure disorder; and, chronic constipation. GMACM has helps immensely to advance Elda's condition to spinal stenosis. You do no need to believe me, but at the time of the "settlement" GMACM was notified of her diagnosis.

Your fourth sentence is so ridiculous it do not deserve an answer; but, I am going to give you one. When in June 2010 GMACM tried again, and we found out what was happening, including GMACM failure to proceed with the alleged foreclosure, we contacted Zucker, Goldberg, Ackerman, a representative, after consulting with someone, stated that GMACM could not legally collect any mortgage payment on this account because Ameriquest failed to register its mortgage. At that time we started our conflict with GMACM. Your company is probably the third or four GMACM attempted to "work" with us ending always on the same line – "it appears no modification, nor any other arrangement can be done because Ameriquest failed to register your loan, you would ultimately need to solve this complicated situation at the court, probably involving a jury of twelve; and, this is exactly our goal.

The last paragraph of your letter states:

"These are the collective set of documents that the Borrower Trust relies upon to prove that according to the Debtors' books and records, there was no record of GMAC Mortgage, LLC receiving monthly payments (or amounts sufficient to reinstate your account) from you for April, May and June 2007 prior to the foreclosure proceeding being commenced." "Kindly forward copies of your bank statements for that same time period at your earliest convenience. In addition, as you requested, I spoke with my client and there is no record of a 6-month credit being provided to you, as you previously mentioned. I would appreciate it if you would also provide me with copies of correspondence from GMACM or its authorized agents in which you were provide with the "6-month credit." "

Jordan A. Wishnew  
Morrison/Foerster

These statements only confirmed GMACM vile and maliciousness actions against Elda M. Thompson, an individual who is 100% disabled. To start with, there was no "foreclosure proceeding being commenced" as the court rejected GMACM claim, not once but ten (10) times ending in July 2013 as a closed case. If your company attempted to initiate the eleven (11) attempts, I have no knowledge of it. Secondly, we do have conclusive evidence that GMACM received mortgage payments from October 2007 through September 2008 for the amount of \$28,369.95 as GMACM stated on its settlement agreement. GMACM gave us a credit from October 2008 through February 2009 due to excessive payments.

I advise you to go back to your client and remind GMACM that a third entity is involved; therefore, GMACM should come clear, not with us, we will present these documentation at the proper time in front of the proper jury, but with you.

Respectfully stated,

  
Maria M. Thompson

  
cc: Honorable Martin Gless

*Exhibit A***GMAC Mortgage**

2451 Hammond Ave.  
P.O. Box 782  
Waterloo, IA 50704-0782

10/26/07

**PRECLOSURE REPAYMENT AGREEMENT**

MARIA M THOMPSON  
ELDA THOMPSON  
29 GENERAL LANE  
NEWARK NJ 07106-0000

RE: Account Number [REDACTED] 5659  
Property Address 157 HILLERY AVENUE  
NEWARK NJ 07106-0000

MARIA M THOMPSON/ELDA THOMPSON ("Customer") and GMAC Mortgage, LLC ("Lender"), in consideration for the mutual covenants set forth in this Preclosure Repayment Agreement (the "Agreement"), hereby agree as follows:

1. There is an outstanding debt to the Lender pursuant to a note and mortgage or deed of trust or equivalent security instrument (the "Mortgage") executed on 1/17/03/01, with original principal amount of \$225,000.00.
2. The account is presently in default for non-payment to Lender of the 09/01/07 Installment and all subsequent monthly payments due on the Mortgage for principal, interest, escrow and charges.
3. The amount necessary to cure the default is \$14189.33 plus such additional amounts that are properly due under the terms of the loan documents as of 10/26/07, and will increase until the default in the account is brought current.
4. Lender has initiated foreclosure proceedings against the property securing the Mortgage indebtedness, which proceedings will continue until the default(s) described herein become brought current under the terms of the Mortgage, or otherwise cured as provided for in this Agreement.
5. Notwithstanding the foregoing, Lender agrees to suspend but not terminate foreclosure activity on the default account, provided we receive the executed Agreement and we receive the total installment in the amount of \$4000.00 no later than 10/31/07. This executed Agreement can be mailed or faxed to us at:

Exhibit A  
of 9CRAIC Mortgage, LLC  
20 Box 789PAGE 1  
DATE 10/26/07RECEIVER: IA 50704-0369  
REPAYMENT AGREEMENT: [REDACTED] 0469LAST: MARIA E THOMPSON  
ADDRESS: 133 ELLSWY AVENUEMORTGAGE: 133 ELLSWY AVENUE  
AMOUNT: \$5,071.66 DUE DATE: 10/26/07

DATE TO	AMOUNT	CURRENT BALANCE	UNCOLLECTED	
01/01/07	DIRECTED	\$5,071.66	LAST CHARGE	1227.66
02/01/07	ESCROW	0.00	OPTIONAL FEE	0.00
03/01/07	DEPOSSED FUNDS	120.27	INTEREST	0.00
04/01/07	DEPOSSED FUNDS	0.00	FEE	56.32
05/01/07	DEPOSSED FUNDS	0.00	REFUND	0.00
06/01/07	DEPOSSED FUNDS	0.00	REFUND	0.00
07/01/07	DEPOSSED FUNDS	0.00	REFUND	0.00
08/01/07	DEPOSSED FUNDS	0.00	REFUND	0.00
09/01/07	DEPOSSED FUNDS	0.00	REFUND	0.00
10/01/07	DEPOSSED FUNDS	0.00	REFUND	0.00
11/01/07	DEPOSSED FUNDS	0.00	REFUND	0.00
12/01/07	DEPOSSED FUNDS	0.00	REFUND	0.00

DATE PAY	PLAN PAY	AMOUNT TO	ATE TO	REFUSED	FIRST/LAST
DATE PAY	AMOUNT	REFUND	REFUND	BALANCE	NOT RECEIVED
01 10/26/07	2225.45	2225.77	1021.50	261.66	02/07
02 11/26/07	2225.45	2458.54	0.00	1241.01	02/07 04/07
03 12/26/07	2225.45	2225.77	0.00	582.03	03/07
04 01/26/08	2225.45	2442.54	0.00	749.00	05/07 03/07
05 02/26/08	2225.45	2453.54	0.00	582.91	02/07 03/07
06 03/26/08	2225.45	2458.54	0.00	248.82	10/07 11/07
07 04/26/08	2225.45	2458.54	0.00	25.73	22/07 01/08
08 05/26/08	2225.45	2225.77	0.00	1015.41	02/08
09 06/26/08	2225.45	2458.54	0.00	796.32	03/08 04/08
10 07/26/08	2225.45	2458.54	0.00	115.23	05/08 06/08
11 08/26/08	2225.45	2458.54	0.00	205.24	07/08 08/08
12 09/26/08	2225.45	2225.77	0.00	0.00	09/08

MAY 2008 28345.38

B - ESCROW CHARGE A - ALTERNATIVE LOAN PAY CHARGE B - ESCROW EXCESS CHARGE

I (WE) AGREE TO THE REBATE SCHEDULE AS SET FORTH ABOVE. THE AMOUNT OF EACH PAYMENT IS SUBJECT TO CHANGE BASED ON SCHEDULED ALTERNATIVE MORTGAGE PAY, ESCROW OR OTHER PAYMENT CHARGES. ALL PROVISIONS OF THE NOTE AND MORTGAGE/DEED OF TRUST REMAIN IN FULL FORCE AND EFFECT.

MARIA E THOMPSON

ELIA THOMPSON

140 CALIFORNIA

10/3/16

Exhibit A

## **GMAC Mortgage**

2451 Hemerick Ave  
P.O. Box 7003  
Waterloo, IA 50704-0700

1052697

### **FORECLOSURE REPAYMENT AGREEMENT**

MARIA M THOMPSON  
ELIDA THOMPSON  
20 GENERAL LANE  
NEWARK NJ 07106-0000

RE: Account Number [REDACTED] 459  
Property Address 13 ELLERY AVENUE  
NEWARK NJ 07106-0000

MARIA M THOMPSON/ELIDA THOMPSON ("Customer") and GMAC Mortgage, LLC ("Lender"), in confirmation for the mutual covenants set forth in this Foreclosure Repayment Agreement (the "Agreement"), hereby agree as follows:

1. There is an outstanding debt to the Lender pursuant to a note and mortgage or deed of trust or equivalent security instrument (the "Mortgage") executed on 07/03/03, in the original principal amount of \$200000.00.
2. The account is presently in default for non-payment to Lender of the 06/01/07 installments and all subsequent monthly payments due on the Mortgage for principal, interest, escrows and charges.
3. The amount necessary to cure the default is \$74189.33 plus such additional amounts that are presently due under the terms of the loan documents as of 10/26/07, and will increase until the default in the account is brought current.
4. Lender has instituted foreclosure proceedings against the property securing the Mortgage indebtedness, which proceedings will continue until the default(s) described herein is/were brought current under the terms of the Mortgage, or otherwise cured as provided for in this Agreement.
5. Notwithstanding the foregoing, Lender agrees to suspend or not terminate foreclosure activity on the default account, provided we receive the executed Agreement and we receive the initial installment in the amount of \$4000.00 no later than 10/31/07. This executed Agreement can be mailed or faxed to us at:

shall be at the expense of the defendant under the Agreement.  
notwithstanding the terms of the Plaintiff's Settlement Agreement, the Plaintiff and Plaintiff's counsel shall be entitled to a reasonable attorney's fee and costs for services rendered by Plaintiff's attorney in connection with the filing of this complaint, the preparation of the Plaintiff's Settlement Agreement, and the defense of this action. Plaintiff's attorney's fees and costs shall be determined by the Court in accordance with the terms of the Plaintiff's Settlement Agreement. The Court may deduct in assessing the amount of Plaintiff's attorney's fees and costs any amount paid to Plaintiff's attorney in connection with the filing of this complaint, the preparation of the Plaintiff's Settlement Agreement, and the defense of this action.

2. In the event that a party sues another party under the Agreement, Plaintiff's attorney's fees and costs shall be determined by the Court in accordance with the terms of the Plaintiff's Settlement Agreement. The Court may deduct in assessing the amount of Plaintiff's attorney's fees and costs any amount paid to Plaintiff's attorney in connection with the filing of this complaint, the preparation of the Plaintiff's Settlement Agreement, and the defense of this action.

Plaintiff's attorney's fees and costs shall be determined under the Agreement.  
If Plaintiff's attorney's fees and costs exceed the amount set forth in the Plaintiff's Settlement Agreement, Plaintiff's attorney's fees and costs shall be determined by the Court in accordance with the terms of the Plaintiff's Settlement Agreement.

- Western Lithium using a Code City and State of Florida, LA
  - Heavy Duty Diesel Fuel Processor
- Additional methods of recovering expenses under the Agreement are:

Western, LA 50202  
3411 Franklin Avenue  
Anchorage, Alaska Diesel Fuel Processor  
GMAC Maritime, LLC

check or cash payment submitted to the Plaintiff, and shall be sent to the Plaintiff.  
In addition, Plaintiff's attorney's fees and costs shall be recovered from the Plaintiff.  
7. All payments under this Agreement shall be made in United States Dollars (\$100.00).

should receive during the duration of the Agreement  
or to Plaintiff, or to Plaintiff's attorney's fees and costs for such compensation  
in Plaintiff's name and telephone, and the Plaintiff's attorney's fees and costs for such compensation  
shall be recovered from Plaintiff's attorney's fees and costs for such compensation.  
6. Plaintiff's attorney's fees and costs shall be recovered from Plaintiff's attorney's fees and costs for such compensation.

Phone: 800-640-0943  
Western, LA 50202  
3411 Franklin Avenue  
Anchorage, Alaska Diesel Fuel Processor  
GMAC Maritime, LLC

Page Two  
Accrued Number [REDACTED] 102607

12-12020-mg Doc 7967-2 Filed 01/09/15 Entered 01/09/15 10:30:16 Exhibit A  
DPR 2010 10/27/2013 8:16 AM pg 51 of 105 17008 Fax: [REDACTED]

13 of 6  
Exhibit A

103647  
Account Number [REDACTED] 3459  
Page Three

9. Customer understands and agrees that all other provisions, covenants and agreements set forth in the Mortgage shall remain in force and effect during the duration of this Agreement and thereafter, and this Agreement shall not constitute a modification or extension of the Mortgage.
10. If a notice of a new or subsequent bankruptcy is received during the duration of this Agreement, the Agreement will automatically be voided.
11. Acceptance of any payment hereon or thereof shall not constitute a cure nor be deemed a waiver of the existing default, and in no manner shall such acceptance prejudice any rights of Lender to proceed with the Trustee Sale Action noticed in the Notice of Default, and shall not constitute a violation of California Code of Civil Procedure Section 720.380(a), 580(d) (the One-Pound-of-Armen Rule), and shall not invalidate the Notice of Default. Customer expressly relinquishes and waives any rights, claims and defenses Customer may have under any of the Code of Civil Procedure Sections or under the Loan with regard to any whole or partial payments, whether current, past or future.
12. If any additional amounts are added to the loan to be collected that have not been addressed in this agreement, those amounts will need to be paid at the conclusion of this agreement.

Notice: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced account, not as a personal liability.

If you have any additional questions, please contact us at 800-830-4522, extension .

Loss Mitigation Department  
Loan Servicing

Enclosure

Exhibit R

10/26/07  
Account Number [REDACTED] 3459  
Page Four

\*\*\*\*\* CERTIFIED FUNDS ONLY \*\*\*\*\*

NOTE: There is no grace period during this Agreement. Pursuant to your request and in order to curtail the default on this account, all payments must be received on or before the due date.

RECEIVED AND AGREED:

Maria M. Thompson (seal)  
MARIA M. THOMPSON  
Customer

Oct. 30, 2007  
Date

Elda Thompson  
ELDA THOMPSON  
Customer

Oct. 30, 2007  
Date

Upon receipt of the signed agreement, we at the Service will also execute to indicate our concurrence with this agreement.

Service

3:15

SIGN AND RETURN THIS PAGE ONLY

\*\*\*\*\* FAX TO 866-340-5043 \*\*\*\*\*